

<sup>1</sup> ECMC, a federal student loan guarantor in the Federal Family Education Loan Program (FFELP), holds an interest in one (1) consolidation loan owed by David, disbursed on or about (continued...)

### **1. JURISDICTION**

1. The allegations contained in Paragraph 1 of the Complaint constitute a conclusion of law, which does not call for an answer.

### **2. NATURE OF CLAIM**

2. The allegations contained in Paragraph 2 of the Complaint constitute a conclusion of law, which does not call for an answer.

### **3.VENUE**

3. The allegations contained in Paragraph 3 of the Complaint constitute a conclusion of law, which does not call for an answer.

### **4. PARTIES**

4. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Complaint and leaves Plaintiffs to their proofs.

### **5. TOTAL OF ALL STUDENT LOANS**

5. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Complaint and leaves Plaintiffs to their proofs.

### **6. TOTAL OF LOANS TO NAVIENT**

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July 5, 2006 (the “**ECMC Loan**”). When this adversary proceeding was filed, the lender of the ECMC Loan, Navient Education Loan Corporation, filed a claim under the guaranty on the underlying note with its guarantor, ECMC. Therefore, ECMC is the property party-in-interest in this lawsuit with respect to the ECMC Loan and will be seeking to intervene in this adversary proceeding. Navient Solutions LLC was the servicer of the ECMC Loan and has no proprietary interest in it.

6. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Complaint and leaves Plaintiffs to their proofs.

#### **7. TOTAL OF LOANS TO NELNET**

7. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Complaint and leaves Plaintiffs to their proofs.

#### **8. FACTUAL ALLEGATIONS COMMON TO ALL DEFENDANTS**

8. Except to state that it is the holder of the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint and leaves Plaintiffs to their proofs.

9. Except to deny that Plaintiffs cannot maintain a minimal standard of living if they are required to repay their student loans, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint and leaves Plaintiffs to their proofs.

10. ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Complaint and leaves Plaintiffs to their proofs.

11. Except to deny that it would be unconscionable for the Court to reduce their expenses further than they already have, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and leaves Plaintiffs to their proofs.

12. Except to deny that circumstances prove that Plaintiffs' state of affairs are likely to persist in the future, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint and leaves Plaintiffs to their proofs.

13. Except to deny that Plaintiffs have made a good faith effort to repay the ECMC Loan, ECMC lacks knowledge and information lacks sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Complaint and leaves Plaintiffs to their proofs.

### **CAUSE OF ACTION**

#### **CLAIM ONE**

14. ECMC repeats its responses to the above allegations in the Complaint as if set forth at length herein.

15. ECMC denies the allegations contained in this paragraph of the Complaint.

**WHEREFORE**, ECMC respectfully requests that this Court enter a judgment dismissing Plaintiffs' Complaint in its entirety with prejudice, declaring the loan held by ECMC to be a non-dischargeable obligation pursuant to 11 U.S.C. § 523(a)(8), and awarding such other and further relief as this Court deems just and proper.

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